

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 8	
2. Amendment/Modification No.  P00001		3. Effective Date  2004MAY24		4. Requisition/Purchase Req No.  SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By  TACOM WARREN BLDG 231 AMSTA-AQ-ATBA DAVID GREER (586)574-8898 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: GREERD@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6)  DCMA PHOENIX TWO RENAISSANCE SQUARE 40 N. CENTRAL AVENUE, SUITE 400 PHOENIX, AZ 85004-4424		Code S0302A	
				SCD A PAS NONE ADP PT HQ0339			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)  ARMORWORKS, LLC 7306 S. HARL AVE. TEMPE, AZ. 85283-4365				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No.	
				<input type="checkbox"/>		W56HZV-04-C-0439	
TYPE BUSINESS: Other Small Business Performing in U.S.						10B. Dated (See Item 13)	
Code 3KHA7		Facility Code				2004MAY03	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) ACRN: AA NET INCREASE: \$2,613,582.00							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS It Modifies The Contract/Order No. As Described In Item 14.							
KIND MOD CODE: G							
<input type="checkbox"/> A. This Change Order is Issued Pursuant To: The Changes Set Forth In Item 14 Are Made In The Contract/Order No. In Item 10A.							
<input type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).							
<input checked="" type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: Mutual Agreement of the Parties							
<input type="checkbox"/> D. Other (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  SEE SECOND PAGE FOR DESCRIPTION							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) MARY K. REHM REHMMA@TACOM.ARMY.MIL (586)574-6553			
15B. Contractor/Offeror  (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America  By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed  2004MAY24	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-04-C-0439 <b>MOD/AMD</b> P00001	<b>Page</b> 2 <b>of</b> 8
<b>Name of Offeror or Contractor:</b> ARMORWORKS, LLC		

SECTION A - SUPPLEMENTAL INFORMATION

1. This bilateral Modification P00001 establishes CLIN 0001AB, for 150 each HMMWV Armor Kits, ArmorWorks part number 110-1400000-000 without HMMWV Blast Kit for Cargo Bed. The ceiling price of the 150 each kits is \$3,484,777.50, funded at \$2,613,582.00 (75%).
2. FAR 52.211-4517 (PACKAGING REQUIREMENTS (COMMERCIAL) clause is added to the contract in full text.
3. As a result of this modification, the funded amount of the contract is increased by \$2,613,582, from \$25,090,387.20 to \$27,703,969.20.
4. Except as provided for herein, all terms and conditions of the contract remain unchanged, and in full force and effect.

\*\*\* END OF NARRATIVE A 001 \*\*\*

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Name of Offeror or Contractor: ARMORWORKS, LLC					
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
	HMMWV Armor Kit, ArmorWorks P/N 110-1400000-000 without HMMWV Blast Kit for Cargo Bed.				
	Funded (75%) Ceiling				
	Unit Price \$ 17,423.88 \$ 23,231.85				
	Extended \$ 2,613,582.00 \$ 3,484,777.50				
	Kits will be painted Desert Sand.				
	Instruction manual and DVD will be overpacked with each kit.				
	(End of narrative A001)				
	PRODUCTION QUANTITY	150	EA	\$ 17,423.88000	\$ 2,613,582.00
	NOUN: CARGO TROOP CARRIER ARMOR KIT PRON: P149L400JZ PRON AMD: 01 ACRN: AA AMS CD: 51108992015				
Packaging and Marking					
Packaging/marketing in accordance with FAR 52.211-4517, pages 5-7 of this modification.					
(End of narrative D001)					
Inspection and Acceptance					
INSPECTION: Origin ACCEPTANCE: Origin					
Deliveries or Performance					
DOC SUPPL					
REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD					
001 W56HZV4126S203 W62G2X M W91X8J 3					
PROJ CD BRK BLK PT					
000					
DEL REL CD QUANTITY DEL DATE					
001 150 31-DEC-2004					
FOB POINT: Origin					
SHIP TO: PARCEL POST ADDRESS					
(W62G2X) XU TRANSPORTATION OFFICE					
SIERRA ARMY DEPOT					
74 C STREET BLDG 304					
HERLONG CA 96113-5520					
MARK FOR: SR 0512 CS CO MAINT REAR DS					
OIF II AWCF SSF					
APO AE 09391					

**Name of Offeror or Contractor:** ARMORWORKS, LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM MIPR	OBLG STAT/ ACRN JOB ORD NO		PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
0001AB	P149L400JZ 51108992015 A14P50151CAK	AA 1 4ZLT21	\$	0.00	\$ 2,613,582.00	\$ 2,613,582.00
				NET CHANGE	\$ 2,613,582.00	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AA	21 42035000041C1C01P51108931E1 S20113	W56HZV	\$ 2,613,582.00
				NET CHANGE \$ 2,613,582.00

	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	\$ 25,090,387.20	\$ 2,613,582.00	\$ 27,703,969.20

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-04-C-0439 <b>MOD/AMD</b> P00001	<b>Page</b> 6 <b>of</b> 8
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SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1 CHANGED	52.211-4517 (TACOM)	PACKAGING REQUIREMENTS (COMMERCIAL)	MAR/2004

(a) The preservation, packing, and marking requirements for this contract/order shall be accomplished in accordance with the performance requirements defined herein. The following Packaging requirements shall apply:

LEVEL OF PRESERVATION: Commercial

LEVEL OF PACKING: Commercial

QUANTITY PER UNIT PACKAGE: Two (2)

(1) Packaging: Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements. It also provides for multiple handling, redistribution and shipment by any mode.

(2) Cleanliness: Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.

(3) Preservation: Items susceptible to corrosion or deterioration shall be provided protection by means of preservative coatings, volatile corrosion inhibitors, desiccants, waterproof and/or watervaporproof barriers.

(4) Cushioning: Items requiring protection from physical and mechanical damage (e.g. fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

(b) Unit Package: A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton or box.

(c) Unit Package Quantity: Unless otherwise specified, the unit package quantity shall be one each part, set, assembly, kit, etc.

- (d) Intermediate Package: Intermediate packaging is required whenever one or more of the following conditions exists:
- (1) The quantity is over one (1) gross of the same national stock number,
  - (2) Use enhances handling and inventorying,
  - (3) The exterior surfaces of the unit pack is a bag of any type, regardless of size,
  - (4) The unit pack is less than 64 cubic inches,
  - (5) The weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches.

Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

- (e) Packing:
- (1) Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.
  - (2) Shipping Containers: The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.

(f) Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall be of a size to allow for placement of two loads high and wide in a conveyance. The weight capacity of the pallet must be adequate for the load. The preferred commercial expendable pallet is a 40 x 48 inch, 4-way entry pallet although variations may be permitted as dictated by the characteristics of the items being unitized. The load shall be contained in a manner that will permit safe handling during shipment and storage.

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(g) Marking:

(1) All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129P(2), dated 10 Feb 2004, including bar coding. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract/order or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive materiel will not identify the nature of the materiel.

(2) Contractors and vendors shall apply identification and address markings with bar codes in accordance with this standard. For shipments moving to overseas locations and for mobile deployable units, the in-the-clear address must also include the host country geographic address and the APO/FPO address. A Military Shipment Label (MSL) is required for all shipments except contractor to contractor. The MSL will include both linear and 2D bar codes per the standard. DVD shipment documentation must also be marked with additional bar codes. The DD Form 250 or the commercial packing list shall have additional issue/receipt bar coding applied as per Direct Vendor Delivery Shipments in the standard (except for deliveries to DLA Distribution Depots, e.g. New Cumberland, San Joaquin, Red River, Anniston). Packing lists are required in accordance with the Standard, see paragraph 5.3

(3) Contractor to contractor shipments shall have the address markings applied to the identification marked side of the exterior shipping container or to the unitized load markings. The following shall be marked "FROM: name and address of consignor and TO: name and address of consignee".

(4) Computer Automated Transportation Tool (CATT). The following website provides detailed instructions for downloading and installing the Military Shipment Label/Issue Receipt Document (CATT MSL/IRRD) software that will generate a Military Shipping Label to include the required Code 39 and 2D(PDF417) bar codes on the label: <[http://www.asset-trak.com/catt/msl\\_irrd/mslirrdmain.htm](http://www.asset-trak.com/catt/msl_irrd/mslirrdmain.htm)> This program was developed by the Army and is free to those with government contracts. Two contractors have introduced a version of the MSL software that can be purchased by contractors. Both programs produce labels that appear to be in compliance with the requirements of MIL-STD-129P. Contractors are MILPAC (<<http://milpac.com/>>) and Easysoft Corporation (<<http://easysoftcorp.com/>>). Ensure that the ship to and mark for in-the-clear delivery address is complete including: consignees name, organization, department name, office, building, room, street address, city, state, country code, & DODAAC.

(h) Hazardous Materials(As applicable):

(1) Hazardous Materials is defined as a substance, or waste which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. (This includes all items listed as hazardous in Titles 29, 40 and 49 CFR and other applicable modal regulations effective at the time of shipment.)

(2) Packaging and marking for hazardous material shall comply with the requirements herein for the mode of transport and the applicable performance packaging contained in the following documents:

International Air Transport Association (IATA) Dangerous Goods Regulations  
International Maritime Dangerous Goods Code (IMDG)  
Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49  
Joint Service Regulation AFJMAN24-204/TM38-250/NAVSUPPUB 505/MCO  
P4030.19/DLAM 4145.3 (for military air shipments).

(3) If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

(4) A Product Material Safety Data Sheets (MSDS) is required to be included with every unit pack and intermediate container and shall be included with the packing list inside the sealed pouch attached to the outside of the package.

(i) Heat Treatment and Marking of Wood Packaging Materials: Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment. Marking. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program.

(j) Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.

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Name of Offeror or Contractor: ARMORWORKS, LLC

(k) SUPPLEMENTAL INSTRUCTIONS: For Military Air Transport design shipping containers to maximize the use of a 463L pallet: The 463L pallet is the Air Force standard equipment for the movement of concentrated cargo. Military aircraft are installed with a dual-rail system that consists of rows of rollers allowing the 463L pallets loaded with cargo to move easily into the aircraft. The 463L pallet is made of corrosion-resistant aluminum and has a softwood core. The pallet has an outside dimension of 108 inches by 84 inches and is 2 1/4 inches thick. The cargo area space is 104 inches by 84 inches, which allows for 2 inches around the pallet to attach straps, nets, or other restraint devices. If the base of the load has a 4 inch rise which must be inset so that the load is above the dual-rail system the load dimensions may extend out to a maximum 108 x 88 inches. Maximum height of the load and pallet is 96 inches. The desired height limit is 92 inches with some positions on select aircraft limited to 70 inches. Most warehouse pallet loads are designed for 42 inch high loads. The pallet weighs 290 pounds empty and has a maximum load capacity of 10,000 pounds. The desired load capacity is 7,500 pounds. The maximum pounds per square inch for the 463L pallet is 250 pounds. Concentrated loading should not exceed 330 pounds on any one square foot. If a load exceeds this amount, then shoring must be used. Each of the 22 tie-down rings has a 7,500 pound restraint capacity.

(l) Additional Marking Requirements: A fluorescent/neon green octagonal sign, approximately 12 inches in diameter, with the letters AoA in bold black, will be securely affixed/applied to all four sides of each final, shipped package. The letters should be in a simple font such as Arial. The letters should extend almost across the entire diameter of the sign. If there are any questions as to the acceptability of the sign, the contractor may submit a sample to the PCO for review and acceptance.

[End of Clause]